

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN AN AGREEMENT WITH BIG BROTHERS / BIG SISTERS OF DEKALB, A DIVISION OF FAMILY SERVICE AGENCY, TO PROVIDE LABOR SERVICES FOR THE COLLECTION OF PARKING FEES AT CORNFEST BEING HELD AT THE DEKALB TAYLOR MUNICIPAL AIRPORT AUGUST 27 AND 28, 2011.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois be authorized and directed to execute an agreement with Big Brothers / Big Sisters of DeKalb, a division of Family Service Agency, for the purpose of providing labor services to collect parking fees on August 27 and August 28 at Cornfest being held at the DeKalb Taylor Municipal Airport (DTMA), a copy of which is attached hereto and made a part hereof as Exhibit "A".

Section 2. That the City of DeKalb shall agree to pay Big Brothers / Big Sisters of DeKalb a sum equal to 20% of the parking revenue received by the City.

Section 3. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 25th day of July, 2011 and approved by me as Mayor on the same day. Adopted by roll call vote: 6-0-1. Aye: Jacobson, Teresinski, Lash, Gallagher, Baker, O' Leary. Nay: None. Absent: Naylor.

ATTEST:



STEVE KAPITAN, City Clerk





KRIS POVLSSEN, Mayor

EXHIBIT A
AGREEMENT

THIS AGREEMENT, made this 28th day of JULY, 2011, between the CITY OF DEKALB, 200 S. Fourth Street, DeKalb, Illinois 60115 (hereinafter referred to as "CITY"); and, BIG BROTHERS/BIG SISTERS, a division of FAMILY SERVICE AGENCY OF DEKALB COUNTY, INC., a not for profit corporation, 14 Health Services Drive, DeKalb, Illinois 60115 (hereinafter referred to as "BIG BROTHERS/BIG SISTERS").

WHEREAS, the CITY will be conducting its annual "Corn Fest Event" on August 26, 27 and 28, 2011 at the DeKalb Municipal Airport; and

WHEREAS, the CITY desires to have a paid parking lot for people attending the "Corn Fest Event" to park their vehicles in a safe and orderly manner on the property of the DeKalb Municipal Airport; and

WHEREAS, BIG BROTHERS/BIG SISTERS desires to assist in the collection of parking fees for said paid parking lot at the said "Corn Fest Event" on the property of the DeKalb Municipal Airport; and

WHEREAS, the CITY desires to have BIG BROTHERS/BIG SISTERS assist in the collection of parking fees for the said paid parking lot at the said "Corn Fest Event" on the property of the DeKalb Municipal Airport.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, the CITY and BIG BROTHERS/BIG SISTERS do hereby covenant and agree as follows:

1. The CITY agrees to permit BIG BROTHERS/BIG SISTERS to assist in the collection of parking fees at the parking lot for people attending the "Corn Fest Event" to park their vehicles in a safe and orderly manner on the property of the DeKalb Municipal Airport.
2. The CITY agrees to pay BIG BROTHERS/BIG SISTERS, as consideration for assisting in the collection of parking fees from the paid parking lot concession, a sum equal to Twenty percent (20%) of the gross receipts received from the parking of motor vehicles on the DeKalb Municipal Airport property, with said consideration to be paid to BIG BROTHERS/BIG SISTERS by the City within thirty (30) days of

the conclusion of the Corn Fest Event.


3. The CITY shall have the right to designate the paid parking area on the DeKalb Municipal Airport property, and mark its boundaries for the motor vehicle parking lot area.
4. BIG BROTHERS/BIG SISTERS shall obtain liability and casualty insurance in the amount of \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate and shall indemnify and hold the CITY harmless from and against all liabilities, claims, damages, penalties, causes of action, cost and expenses (including without limitation, attorney's fees and costs of suit), imposed upon or incurred by or asserted against the CITY, its heirs, assigns, agents, and employees, which arise as a result of the acts of BIG BROTHERS/BIG SISTERS, or its employees, agents, volunteers, by reason of its assistance in the collection of parking fees at the parking lot for motor vehicles on the DeKalb Municipal Airport property on August 27 and 28, 2011.
5. BIG BROTHERS/BIG SISTERS agrees to provide sufficient staff to adequately allow for the expeditious flow of traffic through the money collection area. At no time should there be too few people that the lack of adequate staffing backs up traffic.
6. BIG BROTHERS/BIG SISTERS agrees that it will be supervised by CITY personnel assigned by the City Manager or Director of Public Works. At all times, a representative of BIG BROTHERS/BIG SISTERS should be at each collection point and have immediate control over the volunteer staff.
7. The CITY understands that BIG BROTHERS/BIG SISTERS will be using the volunteer labor of other local service agencies. BIG BROTHERS/BIG SISTERS is to be the primary volunteer coordinating agency for the CITY and interaction will only occur with BIG BROTHERS/BIG SISTERS.
8. The CITY retains the rights to direct BIG BROTHERS/BIG SISTERS on type of apparel to be worn during the event, not to the exclusion of organization logo shirts and caps; will provide reflective bright colored vests to BIG BROTHERS/BIG SISTERS volunteers, on an as needed basis, for use by those in need of visibility for safety purposes; and, will have a representative present at all reasonably necessary times to supervise the collection and delivery of parking fee money.


9. The parties agree that BIG BROTHERS/BIG SISTERS' exclusive role hereunder is to assist in collection of payments for parking at the above-described location during the above-described times. The parties further agree that BIG BROTHERS/BIG SISTERS shall not be responsible or liable for the conduct or negligence of any individuals or entities not operating at the direction of, or under the control of, BIG BROTHERS/BIG SISTERS, including collection of parking fees by third parties prior or subsequent to BIG BROTHERS/BIG SISTERS assistance to the City for the same purpose.
10. This Agreement constitutes the entire agreement between the parties, and may be changed only by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the CITY and BIG BROTHERS/BIG SISTERS have executed this Agreement the day and year first above mentioned.


CITY OF DEKALB

FAMILY SERVICE AGENCY OF DEKALB
COUNTY, INC., D/B/A BIG
BROTHERS/BIG SISTERS

By: 
Kris Povlsen
Mayor
Duly Authorized

By: 
David Miller
Executive Director
Duly Authorized

ATTEST:


STEVE KAPITAN
CITY CLERK

